

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 2  
(MC2013-51)  
NEGOTIATED SERVICE AGREEMENT

Docket No.  
CP2017-186

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING  
MODIFICATION ONE TO GLOBAL RESELLER EXPEDITED PACKAGE 2  
NEGOTIATED SERVICE AGREEMENT**  
(September 21, 2017)

The agreement that is the subject of this docket went into effect on June 1, 2017.<sup>1</sup> Attached to this notice is Modification One,<sup>2</sup> which the customer and the Postal Service have executed. This modification revises the Preamble and Article 28, to reflect a change in the name of the customer, and revises Article 6(2), but does not materially affect the underlying financial analysis of the agreement that is the subject of this docket. The modification is intended to go into effect on October 1, 2017.

<sup>1</sup> PRC Order No.3912, Order Approving Additional Global Reseller Expedited Package Services 2 Negotiated Service Agreement, Docket No. CP2017-186, May 23, 2017, at 2.

<sup>2</sup> A redacted version of the modification is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its notice dated May 11, 2017, in this docket. Notice of United States Postal Service of Filing a Functionally Equivalent Global Reseller Expedited Package 2 Negotiated Service Agreement, Docket No. CP2017-186, May 11, 2017, Attachment 4.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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September 21, 2017

**MODIFICATION ONE TO THE  
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN  
THE UNITED STATES POSTAL SERVICE AND**

[REDACTED]

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Reseller") with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Reseller on April 12, 2017, and signed by the USPS on April 24, 2017. The Reseller and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following three changes to the Agreement.

First, the Preamble shall now read as follows:

This Agreement ("Agreement") is between [REDACTED] ("Reseller"), with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998. The Reseller and the USPS may be referred to individually as a "Party" and together as the "Parties."

Second, Article 28 Notices shall now read as follows:

**28. Notices.** (1) All Notices or demands to the Parties required by this Agreement shall be sufficient if delivered personally or mailed, by Priority Mail Express, to the USPS at Managing Director, Global Business and Vice President; United States Postal Service 475 L'Enfant Plaza SW Room 5012; Washington, DC 20260-4016; or to the Reseller at [REDACTED] Or via email to United States Postal Service at: [icmusps@usps.gov](mailto:icmusps@usps.gov); or to the Reseller at: [REDACTED] (2) The Reseller hereby agrees to provide the USPS with updates to the contact information in Paragraph 1 of this Article.

Third, Article 6(2) Obligations of the Reseller shall now read as follows:

(2) [REDACTED]

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Reseller prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Reseller acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-186). The Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Reseller further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this Modification (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which ACR201#

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signifies the USPS fiscal year to which the ACR pertains. The Reseller has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website at <http://prc.gov/Docs/63/63467/Order225.pdf>.

The individual signing this Modification on behalf of [REDACTED] represents and warrants that he or she has authority to act on behalf of [REDACTED] and intends to, and hereby does bind [REDACTED] to the obligations and commitments set forth in this Modification.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:

*Donald W. Ross*

Name:

Donald W Ross

Title:

Director International Sales

Date

9-20-2017

ON BEHALF OF [REDACTED]

Signature:

Name:

Title:

Date:

[REDACTED]

*09-20-2017*

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USPS [REDACTED] 9/2017

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